

## **General Terms and Conditions**

### **GENERAL**

By placing an order the buyer acknowledges these General Terms and Conditions. We do not acknowledge conditions of the buyer contrary to or deviating from our Terms and Conditions unless we have expressly consented to their validity in writing.

These Terms and Conditions will also apply to all future transactions with the buyer without being resent to the buyer and without reference thereto if contracts of sale are involved. Deviating agreements require our written confirmation.

### **PRICES**

All prices are subject to change and are quoted, unless otherwise agreed in writing, ex works, excluding packaging and shipping and plus statutory turnover tax.

Unless otherwise separately agreed in individual contracts, handling, packaging and freight will be charged in accordance with the freight table as may be amended from time to time.

### **DELIVERY AND SHIPPING**

All shipments are made ex works and at the buyer's risk, unless otherwise agreed in writing. The risk passes on the handover of the goods for dispatch.

We are entitled to effect deliveries in installments.

### **FORCE MAJEURE, IMPEDIMENTS TO PERFORMANCE OF THE CONTRACT**

Force majeure of any kind, unforeseeable interruptions of operations, of traffic or in dispatching shipments, war, terrorist acts, damage caused by fire, floods, unforeseeable shortages of labor, of energy, of raw materials or supplies, strikes, lockouts, orders by the authorities or other impediments for which the party obliged to perform is not responsible and which reduce, delay, prevent or render unacceptable the procurement from our suppliers, the manufacture, dispatch, taking delivery or consumption release the contracting parties for the duration and on the scale of the interruption from their obligation to deliver or take delivery.

### **TERMS OF PAYMENT**

Unless otherwise separately stipulated in individual contracts, customers within Austria must make payment within 30 days of receipt of the invoice without any deduction, and export customers must pay in advance upon placing the order. The buyer must immediately reimburse us for discount and collection charges. Apart from that seller and buyer pay their respective banking charges.

Acceptance of payments on account or of part payments is not considered to be a deferment of any balance of the debt due.

Against our claims the buyer may make an offset or assert a right of retention not based on the same contractual relationship only if its claim has been recognized by a final and absolute court finding or is uncontested.

### **BUYER'S DEFAULT AND INABILITY TO PAY ITS DEBTS**

If the buyer defaults in payment, we shall not be obliged to effect any further delivery under any contract until the invoice amounts due including default interest have been settled.

If the buyer fails to pay within the periods allowed for payment or circumstances have occurred from which can be inferred, in interpreting criteria customary in banking, a substantial deterioration of the buyer's financial circumstances and/or its creditworthiness, we shall be entitled when an reasonable extension of time has elapsed to demand immediate payment for deliveries carried out and, at our option, cash in advance or cash on delivery for future deliveries. Alternatively, we may also demand provision of securities customary in banking. In the cases mentioned in sentence 2 above all of our other claims against the buyer will fall due immediately and any deferral agreements will become irrelevant. Payments made by the buyer must be offset against the earliest claim not based on any judicially enforceable instrument, irrespective of any redemption terms.

### **WARRANTY AND NOTIFICATION OF DEFECTS**

Claims based on defects become barred by limitation 12 months after the goods have been delivered to the buyer. This does not apply to any intentional breach of duty and/or to claims for damages.

Should, despite exercising due care, the delivered goods have a defect that was already present at the time of the passing of the risk, we shall, at our option, remedy the defect or deliver substitute goods, subject to a timely notice of defects. We must always be given the opportunity to perform subsequent remedial measures within a reasonable period. If the subsequent remedial measures fail, the buyer may rescind the contract or reduce the remuneration, notwithstanding any claims for damages. No warranty claims exist in the case of natural wear or tear or in the case of damage caused after the passing of the risk as a result of faulty or negligent treatment, unsuitable storage, mishandling or exceptional external influences which are not assumed under the contract.

### **RETURNS**

Purchased goods which are free of defects may not be returned or exchanged in the absence of any special stipulation. The buyer's rights under our warranty are not limited thereby.

### **RESERVATION OF TITLE**

We retain title to the goods delivered by us until all our claims have been paid in full. The buyer is obliged to treat the reserved goods carefully and may neither pledge nor assign these by way of security. The buyer is entitled to resell these only in the ordinary course of business.

In case the buyer should resell the reserved goods, it herewith already assigns to us the claims arising from the resale of the reserved goods (including all ancillary rights and securities) in the amount of the final invoice amount (including turnover tax) agreed on with us in order to secure the performance of all the obligations arising from the business relationship. We herewith accept this assignment.

At the buyer's request we are obliged to retransfer to it our title to the reserved goods and the claims assigned to us to the extent that their value exceeds the total value of the claims to which we are entitled against the buyer by more than 10%.

We are entitled to take back the purchased item if we have validly rescinded the contract.

### **GOODS LOANED TO BUYER**

The goods which we have loaned to the buyer or permitted the buyer to use otherwise must be treated carefully. The buyer is liable for any damage and losses.

### **PLACE OF PERFORMANCE**

Vienna is the place of performance for deliveries and payments.

### **JURISDICTION, APPLICATION OF AUSTRIAN LAW**

For both parties the courts of Vienna have jurisdiction over all legal disputes arising from this business relationship including proceedings based on bills of exchange and documentary evidence if the buyer is a merchant, a public law entity or a public law special fund or the buyer has its residence or principal place of business outside the Austrian Republic or, after the conclusion of the contract, has relocated its residence or habitual abode to a place outside the Federal Republic of Germany or its residence or habitual abode is not known at the time when the action is brought. However, we are entitled to bring an action against the buyer at any other legal place of jurisdiction as well.

The contract is exclusively governed by the law applicable to Austria merchants, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

### **MISCELLANEOUS**

Should one or more provisions of this contract be or become invalid or contain a gap, the other provisions will not be affected thereby. The invalid provision must be replaced by a legally admissible provision that is economically closest to the intended provision. The same applies to any gap in the provisions of the contract.

Amendments and supplements, particularly to this clause, must be made in writing.